

1-907A017

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60601-7567  
312-558-1000

TWX NUMBER  
910-221-1154  
TELECOPIER  
312-750-8600

529 FIFTH AVENUE  
NEW YORK, NEW YORK 10017-4608  
212-949-7075

580 HOWARD AVENUE  
SOMERSET, NEW JERSEY 08873  
201-563-2700

888 SIXTEENTH STREET, N W  
WASHINGTON, D C 20006-4103  
202-296-8600

January 2, 1991

Ms. Noretta R. McGee  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

17184  
RECEIVED BY \_\_\_\_\_ FILED 142

JAN 7 1991 -9 16 AM  
INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original and three photostatic copies of a Bill of Sale dated December 12, 1990 from Salt Car Leasing Company to GWI Leasing Corporation.

The names and addresses of the parties to the Bill of Sale are:

Seller  
Salt Car Leasing Company  
339 Riversville Road  
Greenwich, CT 06831

Buyer  
GWI Leasing Corporation  
71 Lewis Street  
Greenwich, Connecticut 06830

A description of the railroad cars covered by the Bill of Sale is set forth in Exhibit A attached thereto.

A check in the amount of \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of this Bill of Sale document.

Kindly return the three stamped photostatic copies of the enclosed document to Kelley W. White, Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, IL 60601.

Ms. Noretta R. McGee  
January 2, 1991  
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Following is a short summary of the enclosed document:

Primary Document.

A Bill of Sale dated December 12, 1990 from Salt Car Leasing Company to GWI Leasing Corporation covering nineteen (19) used 100-ton covered hopper rail cars described in Exhibit A attached thereto.

Please call me at the telephone number above in Chicago if you have any questions.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kelley W. White".

Kelley W. White

KWW/pm

cc: Robert W. Kleinman  
Susan G. Lichtenfeld

17184

REGISTRATION NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_

JAN 7 1991 -9 12 AM

INTERSTATE COMMERCE COMMISSION  
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

Salt Car Leasing Company, a proprietorship, (hereinafter referred to as the "SELLER") in consideration of Eighty-Seven Thousand and Five Hundred (\$87,500.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and assign GWI Leasing Corporation, a Delaware corporation, (hereinafter "BUYER"), "AS IS" and WHERE IS" all of SELLER's right, title and interest in and to those certain cars described in Exhibit A, attached hereto (the "Cars").

TO HAVE AND TO HOLD said property for BUYER, its successors and assigns, to its and their own use forever.

The interest of the SELLER in said Cars, and the interest transferred by this Bill of Sale, is that of absolute ownership.

The SELLER hereby warrants that it is the lawful owner of said Cars and that its title to said Cars is free and clear of all liens, claims, charges and encumbrances of every kind whatsoever except the Lease dated September 1, 1985 between SELLER and GWI Rail Management Corporation and except for those, if any, known to or arising due to any act or omission of BUYER or any affiliate of BUYER, and that upon delivery of this Bill of Sale, BUYER shall have good and marketable title free and clear of all liens, charges entered into by SELLER and that SELLER will warrant and defend such title to BUYER against all claims and demands whatsoever for as long as BUYER, or any affiliates of BUYER owns the Cars.

SELLER DOES NOT, EXCEPT AS SET FORTH ABOVE, WARRANT THE CARS SOLD HEREUNDER IN ANY RESPECT, EITHER EXPRESSLY OR BY IMPLICATION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS AND IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY OF SAID CARS. SELLER hereby assigns to BUYER (to the extent to which the same may be assignable), any warranty of the manufacturer or supplier relative to such equipment.

IN WITNESS, the undersigned has executed this Bill of Sale this 12 day of December, 1990.

SALT CAR LEASING COMPANY

By: \_\_\_\_\_


Title: Proprietor

COPY  
Stamp  
Return

STATE of CONNECTICUT )  
COUNTY of Fairfield ) SS.

On this 12<sup>th</sup> day of December in the year 1990, before me personally appeared Mortimer B. Fuller, III to me personally known, who, being by me duly sworn, did depose and say that he is the sole proprietor of Salt Car Leasing Company, the proprietorship which executed the above instrument, that he signed his name to the preceding Bill of Sale and that he acknowledged that the execution of that preceding instrument was his free act and deed.

{SEAL}

  
\_\_\_\_\_  
Notary Public

JOYCE M. BARRETT

NOTARY PUBLIC

My Commission expires: MY COMMISSION EXPIRES MARCH 31, 1993

EXHIBIT A

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Markings</u>	<u>Per Car Purchas Price</u>
16	100-ton, 3,500 cubic capacity covered hopper cars, ACF design	LO	GWIX/52085 52088 52089 52092 52097 52098 52101 52103 52104 52107 52111 52113 52116 52117 52120 52130	\$5,000. " " " " " " " " " " " " " " "
3			GWIX/52095 52123 52126	\$2,500. " "